

THE HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

KING COUNTY, et al.,

Plaintiffs,

v.

SCOTT TURNER, in his official capacity  
as Secretary of the U.S. Department of  
Housing and Urban Development, et al.,

Defendants.

No. 2:25-cv-00814

DECLARATION OF SUNAREE  
MARSHALL IN SUPPORT OF  
MOTION FOR TEMPORARY  
RESTRAINING ORDER

I, SUNAREE MARSHALL declare as follows:

1. I am over the age of eighteen, competent to testify, and make this declaration based on my personal knowledge and on my review of relevant business records.

**PERSONAL BACKGROUND**

2. I am the Director of the Housing and Community Development Division (HCD) within the King County Department of Community & Human Services (DCHS). As Director, my duties include managing HCD's work to advance affordable housing development, housing stability, and housing policy and planning. I have held this position since March 17, 2025 and served as Acting Director from January to March 2025.

3. Prior to accepting the role of Director of HCD, I was HCD's Deputy Director and led affordable housing policy, planning, and regional collaboration efforts at King County with a

1 focus on equitable development for two years.

2 4. In total, I have over 15 years of experience in the housing and community  
3 development field. For seven of those years I worked for the U.S. Department of Housing and  
4 Urban Development at its headquarters in Washington, DC. My work focused on housing and  
5 community development, creating sustainable communities, climate resilience, and social equity  
6 issues. Through this work, I supported cities and regions in advancing access to opportunity  
7 through equitable community planning at the intersection of housing, transportation, and  
8 economic development.  
9

10 5. I have a Bachelor of Arts in Architecture and a Bachelor of Science in Civil  
11 Engineering from the University of California at Berkeley and a Master in City Planning from  
12 the Massachusetts Institute of Technology.  
13

#### 14 **King County's Homeless Population and Homelessness Assistance Programs**

15 6. King County is experiencing a severe housing and homelessness crisis.  
16 Thousands of people in King County are homeless on any given night. For example, according to  
17 a January 2024 Unsheltered Point-in-Time (PIT) Count, which takes a snapshot of the number of  
18 people without housing on a specific date, over 16,000 individuals experienced homelessness,  
19 with over 58% of those individuals remaining unsheltered. Data from DCHS's Performance  
20 Measurement and Evaluation team shows that in 2020, the number of persons experiencing  
21 homelessness over the course of a year was 40,800.  
22

23 7. In order to house people experiencing homelessness, King County receives  
24 funding from the U.S. Department of Housing and Urban Development's (HUD) Continuum of  
25 Care (CoC) program for permanent supportive housing (PSH), which provides long-term,  
26 affordable housing combined with supportive services for individuals and families experiencing  
27

1 homelessness. Through other organizations affiliated with King County, primarily the King  
2 County Regional Homelessness Authority (KCRHA), CoC funds also go towards rapid  
3 rehousing programs, which help individuals and families in King County exit homelessness and  
4 return quickly to permanent housing by providing temporary financial assistance and other  
5 supportive services such as housing search and stability case management.  
6

### 7 **CoC Grants Application Process**

8 8. King County has applied annually for CoC funding as part of a continuum, since  
9 1995. The Seattle–King County Continuum represents a coalition of stakeholders that includes  
10 King County, other local governments, nonprofit organizations, and other parties. The King  
11 County Regional Homelessness Authority (KCRHA) submits the CoC application to HUD on  
12 behalf of the Seattle–King County Continuum.  
13

14 9. The application process begins when HUD posts a Notice of Funding Opportunity  
15 (“NOFO”). The NOFO includes information on eligibility, application scoring criteria, and  
16 award administration, including a section on “Administrative, National and Departmental Policy  
17 Requirements and Terms for HUD’s Financial Assistance Programs” that lists various statutes  
18 and regulations with which grantees must comply. Pursuant to the NOFO, the continuum submits  
19 a system-wide application that describes the local homelessness landscape and the continuum’s  
20 response along with individual project applications. HUD scores the system-wide application,  
21 giving points for responses that show progress and align with HUD’s priorities. The NOFO  
22 indicates for how much funding a continuum is eligible to apply. The application score  
23 determines whether and how much money is awarded to the projects included in the continuum  
24 application, with a separate grant agreement for each project. The sum of the grants awarded to  
25 the individual projects equals the amount awarded to the continuum as a whole.  
26  
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1           10.     In July 2024, HUD posted a biennial NOFO for CoC grants for FYs 2024 and  
2           2025. The Seattle-King County Continuum applied for and was awarded approximately \$67  
3           million of FY 2024 CoC funding subject to grant signature.

4           11.     Of the total \$67 million conditionally awarded to the Seattle-King County  
5           Continuum, HUD awarded King County approximately \$38.85 million for 22 individual  
6           agreements, KCRHA approximately \$26.85 million for 26 individual agreements, and four  
7           agencies \$1.25 million for five individual agreements. Attached as **Exhibit A** is a true and  
8           correct copy of March 11, 2025 Award Letter from HUD.  
9

10                   **New Conditions Imposed on Awarded CoC Funds**

11           12.     On or about March 26, 2025, King County began to receive the anticipated  
12           individual grant agreements (CoC Agreements) from HUD for some of the CoC funds granted in  
13           FY 2024. The CoC Agreements contain additional funding conditions that were not included in  
14           the NOFO and that King County was not aware of when it applied for funding. Specifically, the  
15           CoC Agreements: require King County to agree to conditions related to “gender ideology;”  
16           purport to prohibit diversity, equity, and inclusion; and include requirements pertaining to  
17           immigration verification and enforcement, and abortion. None of these conditions appeared in  
18           prior CoC agreements. Attached to this Declaration as **Exhibit B** is a true and correct copy of  
19           CoC Agreement WA0045L0T002417, one of the CoC Agreements received by King County that  
20           includes the additional funding conditions. The first CoC Agreements received need to be signed  
21           no later than May 10, 2025, a regulatory deadline.  
22

23           13.     On or about April 4, 2025, King County became aware of a letter posted to  
24           HUD’s website to “HUD Grantees and Stakeholders” from Scott Turner, the Secretary of HUD,  
25           (the “Turner Letter”) directing that HUD funds be used for the benefit of American citizens and  
26             
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1 other qualified recipients, and not undocumented immigrants and that the conditions pertaining  
2 to immigration enforcement and verification comply with President Trump's Executive Order  
3 14218. Attached as **Exhibit C** is a true and correct copy of the Turner Letter.

4 14. These new conditions are difficult, if not impossible, to meet. To begin, the  
5 immigration verification condition requires King County to agree to "administer its grant in  
6 accordance with all applicable immigration restrictions and requirements, including the  
7 eligibility and verification requirements that apply under title IV of the [PRWORA] and any  
8 applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration  
9 Services may establish from time to time to comply with PRWORA, Executive Order 14218, or  
10 other Executive Orders or immigration laws." This requires that King County use the Systematic  
11 Alien Verification for Entitlements (SAVE) system or an equivalent verification system  
12 approved by the federal government. King County DCHS has never been asked to verify  
13 immigration status in the past to administer CoC funds and thus does not have access to SAVE  
14 or an equivalent verification system from the federal government. Therefore, King County  
15 DCHS lacks the ability to meet this additional condition required to obtain CoC funding from  
16 HUD.

17 15. Our contracts with service providers include the requirement that providers agree  
18 not to discriminate against applicants based on protected status. Attached to this declaration and  
19 marked as **Exhibit D** is a true and correct copy of a provider agreement that includes  
20 antidiscrimination obligations. It is important to DCHS that its providers offer services in a  
21 manner that is consistent with state law and County code provisions that prohibit discrimination  
22 based on protected status.

23 16. The condition prohibiting grant recipients from "promoting" abortions is vague. I  
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1 have concerns that it could be interpreted to include case manager referrals to physical and  
2 behavioral healthcare providers. Such providers may offer abortions, in addition to many other  
3 healthcare services. If the term “promoting” covers healthcare referrals to places that offer  
4 abortions in addition to other medical care, then this condition would effectively prevent case  
5 managers from referring clients to healthcare resources for a wide variety of medical treatment.  
6

### 7 **Negative Impacts of Losing Funding**

8 17. These newly imposed conditions force King County to either agree to new  
9 conditions imposed on the grants already awarded to the County, including conditions  
10 impossible to comply with, or lose access to more than \$38 million in funding that is critical to  
11 the welfare of program participants. The impacts of losing these funds would be devastating for  
12 several reasons. As an initial matter, the 22 individual grants awarded to King County are all  
13 renewals, meaning that King County has previously received CoC awards for these projects,  
14 which are currently housing formerly homeless individuals. HUD provides funding for and  
15 prioritizes renewal awards in its annual competitive funding round. If King County does not  
16 receive the CoC funds this year, the projects would no longer be considered renewals and as such  
17 existing PSH would not be eligible to apply as new projects in future years. With likely  
18 reductions of funding for HUD in future federal budget cycles and given the competitive nature  
19 of CoC awards, this would likely mean forfeiting these funds for the foreseeable future, not just  
20 for the FY 2024 round.  
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23 18. Next, the loss of funding would negatively impact King County because King  
24 County has already begun the contracting process with service providers in reliance on receiving  
25 the CoC funds. Providers have already begun to incur costs and expect the County to reimburse  
26 them. Typically, the timeline for renewing contracts with providers of services is ahead of the  
27

1 timeline for HUD to provide and execute the CoC Agreements. Therefore, King County  
2 contracts with providers ahead of receiving and signing the final CoC Agreements with HUD.

3       19. Most recently, when HUD awarded \$38.85 million in CoC funding to King  
4 County for FY 2024, King County began the process of renewing agreements with providers for  
5 their CoC-funded projects. This included agreements with providers beginning between February  
6 and April 2025, for a total of approximately \$2 million. Four additional provider agreements  
7 with May or June 2025 start dates total approximately \$3.6 million. Funding to make payments  
8 due and/or reimbursed under some of these agreements come from the CoC Agreements that  
9 need to be signed by May 10, 2025. If the County does not receive the FY 2024 CoC funding, all  
10 these service providers, as well as those with agreements starting later in 2025 and early 2026  
11 will be significantly and adversely impacted. It is important to remember that the key focus in  
12 this work is keeping people in housing. In order to do that, it is imperative that housing  
13 providers, with whom King County contracts, receive the funds necessary to support the housing.  
14 2144 households in King County will be impacted by the loss of CoC funds.

15       20. At least 700 of the households served with CoC funding live in private market  
16 rentals, as opposed to housing provided by non-profit organizations with missions associated  
17 with access to housing. The 700 households reliant on private rentals are at risk of eviction if  
18 there is even a short term interruption of rent payment. The loss of CoC funding will quite  
19 simply result in a loss of stable housing for hundreds of households living in private property  
20 rentals. It is hard to even estimate how long it would take to overcome the short term loss of so  
21 many affordable housing units in a housing market as tight as greater Seattle.

22       21. Additionally, the loss of CoC funding will impact King County's ability to sustain  
23 existing PSH and create additional supportive housing. Current participants in King County's  
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1 programs would lose their housing and would be unable to access services they have relied on to  
2 achieve and maintain stability and independence. The loss of funding would also affect future  
3 participants. King County estimates that more than 308,000 new housing units are needed by  
4 2044 to house its current and future population. Over 40 percent of these units will need to be  
5 affordable for households earning at or below 30 percent of the area median income. Many of the  
6 people at this income level need rental assistance and some also need supportive services to  
7 maintain their housing stability or to exit their current state of homelessness. Finally, the loss of  
8 CoC funding will jeopardize the employment of staff members at King County who sustain these  
9 programs because King County's budget relies on CoC funding to support staffing. At least five  
10 staff members within DCHS may lose their jobs, if HUD refuses to fund King County programs.  
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13  
14 I declare under penalty of perjury that the foregoing is true and correct.

15  
16 EXECUTED this 4th day of May, 2025.

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DocuSigned by:  
  
2CAD9718C2614E4...  
SUNAREE MARSHALL



**CERTIFICATE OF SERVICE**

I hereby certify that on May 5, 2025, I served a true and correct copy of the foregoing document on the following parties by the method(s) indicated below:

Scott Turner Secretary of Housing and Urban Development U.S. Department of Housing and Urban Development Office of the General Counsel Robert C. Weaver Federal Building 451 7th Street SW Washington, DC 20410	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
U.S. Department of Housing and Urban Development Office of the General Counsel Robert C. Weaver Federal Building 451 7th Street SW Washington, DC 20410	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
Sean Duffy Secretary of Transportation U.S. Department of Transportation Office of the General Counsel 1200 New Jersey Avenue, SE Washington, DC 20590	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
U.S. Department of Transportation Office of the General Counsel 1200 New Jersey Avenue, SE Washington, DC 20590	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
Matthew Welbes Acting Administrator, Federal Transit Administration Federal Transit Administration Office of the General Counsel U.S. Department of Transportation, East Building 1200 New Jersey Avenue, SE Washington, DC 20590	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input checked="" type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service

Federal Transit Administration Office of the General Counsel U.S. Department of Transportation, East Building 1200 New Jersey Avenue, SE Washington, DC 20590	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
Alex Haas, Co-Director Diane Kelleher, Co-Director John Griffiths, Co-Director Eric J. Hamilton, Deputy Assistant Attorney Federal Programs Branch Civil Division U.S. Department of Justice 950 Pennsylvania Avenue, NW Washington, DC 20530  alex.haas@usdoj.gov diane.kelleher@usdoj.gov john.griffiths@usdoj.gov eric.hamilton@usdoj.gov	<input type="checkbox"/> CM/ECF E-service <input checked="" type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
Teal L. Miller, Acting United States Attorney Rebecca S. Cohen, Civil Division Chief United States Attorney's Office for the Western District of Washington United States Attorney's Office 700 Stewart Street, Suite 5220 Seattle, WA 98101-1271  teal.miller@usdoj.gov rebecca.cohen@usdoj.gov	<input type="checkbox"/> CM/ECF E-service <input checked="" type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service

I declare under penalty of perjury under the laws of the United States and the State of Washington that the foregoing is true and correct.

DATED this 5<sup>th</sup> day of May 2025.

/s/ Gabriela DeGregorio

Gabriela DeGregorio  
 Litigation Assistant  
 Pacifica Law Group LLP

# EXHIBIT A



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

March 11, 2025

Ms. Kelly Rider  
Director, King County DCHS  
King, County of  
401 5th Avenue Suite 500  
Seattle, WA 98104-1537

Dear Ms. Rider:

Congratulations! I am delighted to inform you of the funding for your project(s) under the Department of Housing and Urban Development's (HUD) Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2024 Continuum of Care (CoC) Competition and Renewal or Replacement of Youth Homeless Demonstration Program Grants for a total of \$38,851,936.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of people experiencing homelessness through their local planning efforts and through the direct housing and service programs funded under the FY 2024 CoC Program Competition. Projects like those of your organization, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

The enclosure provides details about your organization's award(s) including: the name(s) of the individual project(s); the project number(s); and the specific amount(s) for each project. The Department's field office staff will notify you when they are available to process grant agreements; once all conditions are satisfied and the grant agreement is executed, your organization can expend the funds.

HUD commends your organization's work and encourages it to continue to strive for excellence in the fight to end homelessness.

Sincerely,

A handwritten signature in dark ink, appearing to read "David C. Woll Jr.", is positioned above the printed name.

David C. Woll Jr.  
Principal Deputy Assistant Secretary

Enclosure

WA0001L0T002415

Valley Cities Landing

276,080

WA0018L0T002417

DESC Consolidated PSH Portfolio #2

3,060,189

WA0034L0T002417

King County Shelter Plus Care Program - TRA

12,690,045

WA0045L0T002417

YWCA Supportive Housing

244,268

WA0053L0T002417

Scattered Site Leasing

1,020,232

WA0213L0T002414

Noel House at Bakhita Gardens

275,223

WA0227L0T002411

Nyer Urness

854,070

WA0228L0T002414

Avalon Place

59,125

WA0239L0T002414

Ozanam House Consolidated PSH

531,986

WA0244L0T002412

Williams Apartments

821,577

WA0259L0T002412

Patrick Place

219,802

WA0297L0T002410

King County Consolidated Scattered Sites Supportive Housing

9,534,461

WA0316L0T002409

Ronald Commons

214,056

WA0318L0T002409

Sandpoint Families Supportive Housing

415,907

WA0320L0T002409

Family Village Redmond PSH for Families

134,012

WA0344L0T002408

PHG 7th and Cherry

280,403

WA0345L0T002407

DESC Consolidated PSH Portfolio #1

4,973,604

WA0364L0T002408

Cascade Women's Supportive Housing

122,821

WA0384L0T002406

DESC Clement Place Consolidated

2,593,929

WA0390L0T002405

Thea Bowman Apartments

219,316

WA0466L0T002405

Auburn Family PSH

60,820

WA0482L0T002401

DESC Bloomsdale

250,010

Total Amount: **\$38,851,936**

# EXHIBIT B



**Grant Number/FAIN: WA0045L0T002417**

**Recipient Name: King County Department of Community and Human Services - Community Services Division**

**Tax ID No.: 91-6001327**

**Unique Entity Identifier (UEI) Number: KTY3NEXN42K7**

**CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)  
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and King County Department of Community and Human Services - Community Services Division (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO), except for references in the NOFO to Executive Orders that have since been repealed;
5. all current Executive Orders; and
6. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

- ☐ The Recipient is a Unified Funding Agency (UFA).
- ☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.
- ☒ The Recipient is not the only recipient designated by the applicable Continuum of Care.

HUD's total funding obligation authorized by this grant agreement is \$244268, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<u>Grant No. (FAIN)</u>	<u>Grant Term</u>	<u>Performance Period</u>	<u>Budget Period</u>	<u>Total Amount</u>
WA0045L0T002417	12	2/1/2025-1/31/2026	2/1/2025-1/31/2026	\$244,268
allocated between budget line items as follows:				
a. Continuum of Care Planning Activities				<u>\$0</u>
b. Acquisition				<u>\$0</u>
c. Rehabilitation				<u>\$0</u>
d. New construction				<u>\$0</u>
e. Leasing				<u>\$0</u>
f. Rental assistance				<u>\$0</u>
g. Supportive services				<u>\$232,987</u>
h. Operating costs				<u>\$0</u>
i. Homeless Management Information System				<u>\$0</u>
j. Administrative costs				<u>\$11,281</u>
k. Relocation costs				<u>\$0</u>
l. VAWA Costs				<u>\$0</u>
m. Rural Costs				<u>\$0</u>
n. HPC homelessness prevention activities:				
Housing relocation and stabilization services				<u>\$0</u>
Short-term and medium-term rental assistance				<u>\$0</u>

### **Pre-award Costs for Continuum of Care Planning**

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a

post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

**These provisions apply to all Recipients:**

The Recipient:

- (1) shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- (2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- (3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
- (4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- (5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

*Build America, Buy America Act.* The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

*Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:


1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule, and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY: **MARGARET  
KELLER**  Digitally signed by: MARGARET KELLER  
DN: CN = MARGARET KELLER C = US O = U.  
S. Government OU = Department of Housing  
and Urban Development, Office of Administration  
Date: 2025.03.26 08:26:15 -07'00'  
\_\_\_\_\_  
(Signature)

Margaret M. Keller, Acting CPD Director  
\_\_\_\_\_  
(Typed Name and Title)

March 26, 2025  
\_\_\_\_\_  
(Date/Federal Award Date)

**RECIPIENT**

King County Department of Community and Human Services - Community Services  
Division  
\_\_\_\_\_  
(Name of Organization)

BY: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

## Addendum #1 to WA0045L0T002417

OMB Number. 2501-0044  
Expiration Date: 2/28/2027**Indirect Cost Information for Award Applicant/Recipient**

1. Federal Program/Assistance Listing Program Title:  
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient:

3. Indirect Cost Rate Information for the Applicant/Recipient:

*Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.*

- ☐ The Applicant/Recipient will not charge indirect costs using an indirect cost rate.
- ☐ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, has been approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
	%		
	%		
	%		

4. Submission Type (check only one):

☐ Initial submission ☐ Update

5. Effective date(s):

6. Certification of Authorized Representative for the Applicant/Recipient:

**\*\*Under penalty of perjury, I certify on behalf of the Applicant/Recipient that**

- (1) all information provided on this form is true, complete, and accurate, and
- (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and
- (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**\*\*Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

**Public Reporting Burden Statement:** This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.



**Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient**

<b>Number</b>	<b>Item</b>	<b>Instructions</b>
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	<p>Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.</p> <p>The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").</p> <p>If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.</p> <p>If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.</p> <p>If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.</p>
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

# EXHIBIT C



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**THE SECRETARY**  
WASHINGTON, DC 20410-0001

April 4, 2025

Dear HUD Grantees and Stakeholders,

President Trump issued Executive Order 14218, "Ending Taxpayer Subsidization of Open Borders," on February 19, 2025, to promote the rule of law and prevent American taxpayer dollars from being spent on federal assistance for illegal aliens. As Secretary of the Department of Housing and Urban Development (HUD), it is my responsibility to effectively implement the President's executive order at the agency.

HUD's contributions to housing and community development across the country serve some of America's most vulnerable citizens on a path towards self-sufficiency. To that end, the President's Executive Order emphasizes that the federal resources distributed by HUD shall be primarily focused on benefiting American citizens and other qualified recipients, not illegal aliens.

President Trump's Executive Order reinforces the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA, P.L. 104-193), which unequivocally prohibits illegal aliens from receiving certain federal public benefits, including many forms of assistance provided under HUD programs. Further, Section 214 of the Housing and Community Development Act of 1980 (P.L. 96-399) prohibits HUD from making financial assistance available to persons other than United States citizens or certain categories of eligible noncitizens in the Section 8 Housing Assistance programs, Public Housing programs, Housing Development Grant programs, Section 202 direct loan program, Section 235 program, Section 236 Program, and Rent Supplement Program. This letter serves as a reminder to all HUD grantees of their legal obligations to comply with these laws and the President's Executive Order.

Recently, I directed HUD senior leadership to review our programs and institute mechanisms that can ensure that HUD programs are compliant with President Trump's Executive Order. For example, going forward, grant agreements will include language that will require compliance with Executive Order 14218, and the Department will take steps to ensure that Federal resources are not used to support "sanctuary" policies of State and local jurisdictions that actively prevent federal authorities from deporting illegal aliens.

I am excited to work with our grantees and other stakeholders to implement this Executive Order and enforce the law so that HUD programs are used for the benefit of the American people. Thank you for your cooperation, and I encourage you to contact our team at HUD with any ideas that may be able to help improve our implementation of President Trump's Executive Order.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Turner", is written over the word "Sincerely,".

Scott Turner  
Secretary

# EXHIBIT D

# **KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES CONTRACT**

Contractor	DOWNTOWN EMERGENCY SERVICE CENTER		
Contract Title	DESC - Consolidated PSH Portfolio #2		
Contract Amount	\$2,780,449		
Contract Effective Date	Date of last signature		
Service Period From	11/01/2024	To	10/31/2025
UEI No. (if applicable)	PD2ZQH21GQK1	Tax ID	91-1275815

THIS CONTRACT No. 6498816 is entered into by KING COUNTY (the “County”), and Downtown Emergency Service Center (the “Contractor”) whose address is 1811 eastlake ave, Seattle, WA, 98104

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows.

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## STANDARD TERMS AND CONDITIONS

### 1. Contract Services and Requirements, and Incorporated Statement of Works

The Contractor shall provide services and meet the requirements included in these Standard Terms and Conditions and in the attached Statement of Work, Statement of Work(s), or attachments each of which is incorporated herein by this reference:

### 2. Contract Term

The terms of this Contract shall become effective on the date of last signature and shall terminate on 10/31/2025, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract. Contracted services, as described in the attached Statement of Work may be compensated as outlined below beginning on 11/01/2024, (the "Service Period Start Date").

### 3. Compensation and Method of Payment

#### A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached Statement of Work.

#### B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached Statement of Work, including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

#### C. Final Invoice:

The Contractor shall submit its final invoice and all outstanding reports as specified in this Contract and its attached Statement of Work. If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

#### D. Reimbursement for Travel:

The Contractor shall not be reimbursed for travel unless otherwise specified within a Statement of Work.

### 4. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

## 5. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor shall not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor shall notify King County if it, or a Subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

## 6. Maintenance of Records

### A. Accounts and Records:

The Contractor shall maintain the following for a period of six years after termination of this Contract: accounts and records, including personnel, property, financial, programmatic records, and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

### B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, other data, records, and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to Subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any Subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations, or statutes included or referenced in the Contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.



## 7. Evaluations and Inspections

### A. Subject to Inspection, Review, or Audit:

The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

### B. Medical Records:

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

### C. Contract Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with Contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Statement of Work under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

### D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Statement of Work to this Contract. The Contractor shall participate in evaluation activities as required by the County and shall make available all information required by any such performance measurement and evaluation processes.

### E. Unauthorized Disclosure:

The Contractor shall protect from unauthorized disclosure all information, records, and data collected in connection with this Contract in accordance with applicable state and federal law.

## 8. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements, which can be found at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

## 9. Financial Report Submission

The Contractor is required to submit a financial reporting package as described in Subsections A through C below. All required documentation shall be submitted via DCHS' Contract Lifecycle Management system or email to [KCCompliance@kingcounty.gov](mailto:KCCompliance@kingcounty.gov) by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 Code of Federal Regulations (CFR) Part 200.69 and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in Subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.
- C. If the Contractor is not subject to the requirements in Subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under \$3M on average in the previous three fiscal years.	Gross Revenue Over \$3M on average in the previous three fiscal years.	Gross Revenue Under \$3M on average in the previous three fiscal years.	Gross Revenue Over \$3M on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> <li>Form 990 within 30 days of its being filed; and</li> <li>A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> <li>Income tax return; and</li> <li>A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.

### D. Waiver:

A Contractor that is not subject to the requirements in Subsection A may, in extraordinary circumstances, request, and in the County's sole discretion, be granted, a one-year waiver of the audit requirements. Such requests are made to the County at: [KCCompliance@kingcounty.gov](mailto:KCCompliance@kingcounty.gov) for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal

representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

#### **10. Corrective Action**

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, or D.

**11. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this Section.

**12. Termination**

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Section 2. above, by providing the Contractor 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Section 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

This Contract may be terminated by the Contractor without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 90 calendar days advance written notice of the termination.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10. fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Subsection 12.C.: (1) the County will be liable only for payment in accordance with the terms of this Contract for

services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

**13. Hold Harmless and Indemnification**

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract, by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

C. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, Subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor's obligations under this Subsection 13.C. shall extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Workers' Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents, and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County's obligations under this Subsection 13.D. extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of [Title 51 RCW](#). In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this Subsection 13.E., claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense, and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Contract.



#### 14. Insurance Requirements

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and endorsements covering King County as additional insured for full coverage and policy limits within 30 calendar days of Contract execution. Evidence of insurance and endorsements shall be submitted via DCHS' Contract Lifecycle Management system or email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). The Contractor may request additional time to provide the required documents by emailing [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). Extensions will be granted at the sole discretion of the County. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the inception and expiration dates, contract number, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy. Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.

In the event of a loss, the County reserves the right to require complete, certified copies of all required insurance policies, including endorsements and riders, which may be redacted of any confidential or proprietary information. Contractor shall deliver such policies to the County within five (5) business days of County's request.

County's receipt or acceptance of Contractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute County's acceptance of the adequacy of Contractor's insurance.

Unless otherwise provided in a Statement of Work to this Contract, the Contractor shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Contractor, or any Subcontractor, under this Contract, or in any way limit County's potential recovery to insurance limits required hereunder. To the contrary, this Contract's insurance requirements may not in any way be construed as limiting any potential liability to County or County's potential recovery for Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s).

Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for Professional Liability (Errors and Omissions), and/or Cyber Liability (Technology Errors and Omissions) required by this Contract is acceptable on a "claims made" basis/form. If coverage is approved and purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of the work which is subject to this Contractor or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the work which is subject of this Contract. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the effective date of the Contract, unless otherwise approved in writing by the County's Risk Management Office.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain the following types of insurance and minimum insurance limits:

- i. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy. If the scope of services involves activities with minors, such policy shall include sexual assault and misconduct coverage.
- ii. Professional Liability (Errors and Omissions): \$1,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability (Errors and Omissions) coverage shall be provided. "Professional Services," for the purpose of this Contract Section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
- iii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than \$3,000,000 combined single limit per accident for bodily injury and property damage. Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.
- iv. Workers Compensation: Statutory requirements of the State of residency.
- v. Employers Liability or "Stop Gap" coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states, the protection provided by the "Stop Gap" endorsement to the Commercial General Liability policy.
- vi. Cyber Liability (Technology Errors and Omissions): For contracts involving software or technology where data breach or exposure to personal and/or confidential information could impact the Contractor or County, Contractor shall provide Cyber Liability (Technology Errors and Omissions) coverage with a limit no less than \$1,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations,



disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

- vii. Crime Insurance: Contractors handling County funds or assets, (i.e., Contractors providing rental assistance or distributing gift cards on behalf of the County), shall maintain Crime Insurance with limits to cover the maximum amount of risk at any one time; or a total of one year's receipts or similar measure of exposure. Coverage for Fidelity, Theft, Disappearance, Destruction Liability, and Employee Dishonesty shall be included. Coverage shall include 'Joint Loss Payable' ISO form CR 20 15 10/10 or equivalent; and 'Provide Required Notice of Cancellation to Another Entity' ISO form CR 20 17 10/10.
- viii. Depending on the Contractor's scope of work, other insurance types or limits may apply to this Contract. Specific coverage and limit requirements can be found by visiting [Insurance Requirements - King County](#).
- ix. Municipal or State Agencies: If the Contractor is a Municipal Corporation, an agency of the State of Washington, or any other Public Agency and is self-insured for any of the above insurance requirements, a letter of self-insurance shall be attached and be incorporated by reference and shall constitute compliance with all or a portion of this Section.

B. Other Insurance Provisions and Requirements

All insurance policies purchased and maintained by the Contractor required in this Contract shall contain, or be endorsed to contain the following provisions:

With respect to all liability policies except Professional Liability (Errors and Omissions), and Workers' Compensation:

- i. The County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor, its agents, representatives, employees, or Subcontractor(s) in connection with this Contract. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. The County requires a copy of the additional insured endorsement(s).

With respect to all liability policies (except Workers' Compensation):

- i. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with any Contractor's or Subcontractor's insurance or benefit the Contractor or any Subcontractor, or their respective insurers in any way.
- ii. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.

- C. Deductibles and Self-Insured Retentions: Any deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor or its Subcontractor.
- D. Acceptability of Insurers: Insurance coverage is to be placed with insurers with an A.M. Best rating of no less than A:VIII, or, if not rated with an A.M. Best, with minimum surplus equivalent of an A.M. Bests' surplus size VIII.

Professional Liability (Errors and Omissions) insurance coverage may be placed with insurers with an A.M. Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

- E. Subcontractors: Contractor shall include all Subcontractors as insureds under its policies or, alternatively, the Contractor must require each of its Subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Subcontractor's liabilities given the Subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any Subcontractor must comply with the specified requirements of this Section (inclusive) above, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Subcontractor(s) must include County, its officials, agents and employees as additional insured for full coverage and policy limits. Contractor is obligated to require and verify that each Subcontractor maintains the required insurance and ensure County is included as additional insured. Upon request by the County, and within five (5) business days, Contractor must provide evidence of each Subcontractor(s) insurance coverage, including endorsements.
- F. Waiver: A Contractor may request a waiver or reduction of one or more of the insurance requirements if the insurance requirement is not applicable to the Contractor's scope of work. Such requests shall be made to the County at: [KCCCompliance@kingcounty.gov](mailto:KCCCompliance@kingcounty.gov) for review. All waiver request approvals or denials are in the County's sole discretion to be granted. If approved by the County, the Contractor shall still provide proof of and hold all other required provisions as stated above.

## 15. Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

## 16. Subcontracting

### A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County retains the right to review any proposed subcontracts related to the performance of the activities outlined in the attached Statement of Work. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

### B. "Subcontract" Defined:

"Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

### C. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, and 30 in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

### D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its elected and appointed officials, officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of Subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against Subcontractor to enforce the provisions of this paragraph."

## 17. Nondiscrimination and Payment of a Living Wage

- A. The Contractor shall comply with all applicable federal, state, and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at

<https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

## 18. Code of Conduct

DCHS is committed to providing an inclusive, welcoming, supportive, and safe environment for all to feel respected, valued, and empowered. The Contractor shall, while performing the work as described in the attached Statement of Work, interact with the community being served and the County's employees in a respectful manner.

The County and Contractor shall refrain from engaging in any conduct that communicates a hostile, demeaning, or unwelcome message. Such prohibited conduct can be either verbal or nonverbal and includes, but is not limited to microaggressions, deliberate misgendering, slights, and other conduct that could cause harm. The Contract may be subject to termination under Subsection 12.B. as a result of any violation of this Section by providing the other party 30 calendar days advance written notice of the termination.

## 19. Conflict of Interest

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

### A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this Contract and may result in termination of this Contract and subject the Contractor to the remedies stated in this Contract, or otherwise available to the County at law or in equity.

### B. Penalties:

The Contractor acknowledges and agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing, or promise, in any form to any County official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.

### C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract at any time during the term of the Contract.

## 20. Equipment Purchase, Maintenance, and Ownership

### A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in a Statement of Work to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

### B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

C. Continue Ownership Rights

The Contractor and County shall mutually agree to sign all documents and perform other acts necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

**21. Proprietary Rights**

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in a Statement of Work, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers, and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this Section.

**22. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**23. King County Recycled Product Procurement Policy**

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

**24. Future Support**

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.



**25. Entire Contract**

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

**26. Contract Amendments**

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

**27. Notices**

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative as identified in the contract record in DCHS' Contract Lifecycle Management system. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

**28. Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any Subcontractor agree to abide by the laws of the State of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, including performing background checks required by law, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any Statement of Work or attachment to this Contract, the language in the Contract shall control over the language contained in the Statement of Work or the attachment, unless the Statement of Work provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in Statement of Work, language contained in the lower numbered Statement of Work shall control unless the higher numbered Statement of Work provision expressly indicates that it controls over inconsistent lower numbered Statement of Work language.

**29. Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**30. No Third-Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third-party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

**31. Non-Waiver of Breach**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the

terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

### **32. Force Majeure**

"Force Majeure" means an event or events beyond the parties' reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood, or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

#### **A. No Breach if Force Majeure Applies:**

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

#### **B. Duty to Minimize Disruption and Give Notice:**

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

#### **C. Extension of Time:**

Should Force Majeure events delay the Contractor's completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

#### **D. Suspending Performance:**

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

### **33. Emergency Response Requirements**

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures, and protocols to:



- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (1) an extension of the time needed to create a plan, and (2) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this Section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

### **34. Equity, Racial and Social Justice Requirements**

#### **A. Accessibility**

The Contractor shall evaluate and modify the way in which it provides services so that services are accessible to people with disabilities. Evaluations and modifications shall be consistent with the requirements of the Washington State Law Against Discrimination (RCW 49.60), the Americans with Disabilities Act (ADA), and other applicable statutes.

#### **B. Culturally and linguistically relevant services**

The Contractor shall evaluate and modify the way it provides services so that services are culturally and linguistically relevant to Participants. Where possible, the Contractor shall offer a linguistic match of staff who speak the Participant's home language. When a linguistic match is not available or declined by the Participant, the Contractor shall provide interpretation services at no cost to the Participant.

#### **C. Self-Assessment**

The Contractor shall conduct self-assessments, including obtaining input from culturally diverse populations of both Participants and non-Participants, to determine how effectively the Contractor is delivering services funded under this Contract in a culturally and linguistically appropriate manner.

#### **D. Ongoing Education**

The Contractor shall create or otherwise make available opportunities to ensure its staff participates in continuing education regarding equity and social justice each year. Staff participation in equity, racial and social justice education shall be documented in writing.

#### **E. Subcontractors and Third Parties**

The Contractor shall exercise all due care and diligence and take all reasonable steps to ensure the values, conduct, and associations of any subcontractors or third parties delivering services to participants do not conflict with the work described in this Contract, or King County's prioritization of racial equity and social justice.

### 35. Contractor Certification

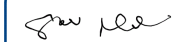
By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and shall comply with all of the contract terms and conditions detailed on that site, including, but not limited to, Equity and Social Justice, applicable Emergency Response, Equal Opportunity Employment (EEO)/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties executing this Contract: 1) have authority to sign and bind its represented party to this Contract; and 2) hereby agree to the terms and conditions of this Contract:

KING COUNTY

DOWNTOWN EMERGENCY SERVICE  
CENTER

DocuSigned by:



2CAD9718C2614F4

FOR King County Executive

Signed by:



8DEE4D29C4E04F1...

Signature

Daniel Malone

Name

1/7/2025

Date

1/14/2025

Date

**STATEMENT OF WORK (SOW)**  
**DOWNTOWN EMERGENCY SERVICE CENTER**  
**DESC - CONSOLIDATED PSH PORTFOLIO #2**  
**SERVICE PERIOD: 11/01/2024 — 10/31/2025**

**I. WORK STATEMENT**

Downtown Emergency Service Center, "Contractor", shall provide Permanent Supportive Housing for 225 eligible households – single adults who repeatedly interact with the mental health, criminal legal, and crisis intervention systems – at DESC - Consolidated PSH Portfolio #2 (Project) in accordance with the terms and conditions described herein.

The total amount of payments made pursuant to this Contract shall not exceed \$2,780,449.00 for the Service Period noted above. This Contract is part of an award made through the U.S. Department of Housing and Urban Development (HUD) FY2023 Continuum of Care Program process for \$2,820,279.00.

Ongoing funding for the full term of this Contract shall be contingent on Project performance, continued funding availability, Project alignment with Homeless planning priorities, and meeting the requirements outlined in the Contract and this Statement of Work (SOW).

The following is incorporated by reference as part of this SOW:

1. [24 CFR 578 – Continuum of Care Program](#)
2. HUD-approved FY2023 Project Application

**II. PROGRAM DESCRIPTION**

**A. Outcome**

Increase and maintain the housing stability of Project participants.

**B. Indicators**

The number and percentage of participant households that exit to or retain permanent housing, Project occupancy, and return rate to homelessness as measured in the Homeless Management Information System (HMIS).

**C. Eligibility**

Eligible participants are Chronically Homeless individual adults with multiple barriers to housing stability and who are identified as needing Permanent Supportive Housing.

**D. Definitions**

1. **Case Management:** Individually tailored services to address barriers to housing stability that are provided in a participant's home, an office, or other location as described in a mutually agreed-upon plan of action. Case Management services may include, but are not limited to: participant engagement, linkages to housing and housing advocacy, building relationships with landlords, assisting participants with housing applications, assessment of participant strengths and

obstacles, safety planning and assessment, individualized goal planning, linkages with community supports including behavioral health services, care coordination with other service providers, life skills-building, assistance applying for public benefits, connections with employment and training opportunities, job coaching, assistance with social support and enhancing social networks, assistance documenting eligibility for housing subsidy (including services to individuals who may not, in the end, be admitted to the Project), documentation of participant progress in case notes and database, and a variety of other supports.

2. Chronically Homeless: As defined by HUD, a Homeless adult with a disabling condition who has either been continuously Homeless for twelve or more months; or has had at least four episodes of homelessness in the past three years with each episode separated by seven days, and cumulatively totaling twelve months.
3. Continuum of Care Program (CoC, McKinney): A federally funded program under HUD authorized by Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act. The CoC Program is designed to (i) develop supportive housing and Supportive Services, (ii) encourage innovative approaches to assist participants' transition from homelessness, and (iii) promote supportive housing that enables persons experiencing homelessness to live as independently as possible.
4. Culturally Competent Services: Within an organization and the services that it provides, Culturally Competent Services includes a defined set of values and principles, and demonstrated behaviors, attitudes, policies, and structures, that enable the organization to work effectively with various populations. With the understanding of the importance of racial equity and cultural competency in service delivery and outcomes, Culturally Competent Services shall include:
  - a. Accessibility: the Contractor evaluates and modifies the way in which its services are accessible (language, location, delivery style) to populations whose modes of engagement are different from the majority population.
  - b. Relevance: the Contractor identifies specific culturally-based needs of populations and modifies the services delivered in order to meet those needs, including acquiring and institutionalizing cultural knowledge.
  - c. Commitment: the Contractor periodically conducts a self-assessment and reviews its cultural competency, including obtaining input from participant and non-participant culturally diverse populations and key community members and uses this feedback in policy making, agency administration, and service delivery.
5. Fair and Just Practices: The Contractor's policies, practices, attitudes, services, and systems that promote fairness and opportunity for all people, particularly marginalized communities, including people of color, low-income communities, people with limited English proficiency, immigrants and refugees, individuals with disabilities, and Lesbian, Gay, Bisexual, Transgender, Queer, or Questioning (LGBTQ) individuals. Fair and Just Practices require that Project staff engage all

communities in a manner that fosters trust among people and supports efforts to develop solutions on individual, organizational, and community levels.

6. Foundational Community Supports (FCS): FCS provides targeted Medicaid benefits to assist eligible participants with complex health needs obtain and maintain stable housing and/or employment. More information on eligible services can be found at the Wellpoint FCS Page:  
<https://www.provider.wellpoint.com/washington-provider/patient-care/foundational-community-supports>
7. Harm Reduction: A set of practical strategies that reduce the negative consequences associated with drug use, including safer use, managed use, and non-punitive abstinence. These strategies meet drug users "where they're at," addressing conditions and motivations of drug use along with the use itself. Harm Reduction acknowledges an individual's ability to take responsibility for their own behavior. This approach fosters an environment where participants can openly discuss substance use without fear of judgment or reprisal, and does not condone or condemn drug use. Staff working in a Harm Reduction setting work in partnership with participants, and are expected to respond directly to unacceptable behaviors, whether or not the behaviors are related to substance use. Harm Reduction may also be broadened to reduce harms related to health and wellness as well as many other issues.
8. Homeless: The definition can be found at the [King County Department of Community and Human Services \(DCHS\) website](https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx):  
<https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx>
9. Housing First: A homelessness system orientation designed to return Homeless people to housing as quickly as possible without conditions. Projects in a Housing First system empower Homeless people to overcome barriers to obtaining permanent housing. A Housing First system does not require that households spend time in a shelter or graduate from a transitional housing project in order to receive Permanent Supportive Housing, although many households will enter housing from a shelter. In order to achieve a Housing First system orientation, Homeless housing units in the system must remove screening barriers and screen in Homeless households, many of whom may have barriers that traditionally make it more difficult for them to rent in the private market.
10. Housing Stability Plan: A plan created with the Project participant(s), as part of the Housing Support Services, to address a variety of issues related to a household's ability to maintain and improve their housing situation. The Housing Stability Plan shall define the services requested by the household, how these services shall be delivered, and how progress shall be measured. The plan may include strategies for addressing basic and clinical care needs, developing positive social support networks, and assessing needs and gaps in current Supportive Services.
11. Housing Support Services: Services provided for the purpose of housing stabilization for participants. Housing Support Services include providing day-to-

day support for participants, including addressing lease violations, crisis intervention and response both during the day and night, mitigating issues in the neighborhood, and ongoing assistance maintaining connections to needed community services.

12. **Moving-On Strategy:** A strategy where households of Permanent Supportive Housing with intensive services, who no longer need high-intensity services in order to maintain housing and who want greater independence, may be provided with the option (and often assistance) to move into affordable housing with less service supports. The households may be supported throughout the shift to new housing and provided services on an as needed basis.
13. **Permanent Supportive Housing:** Non-time limited affordable housing for a household that is Homeless on entry, and has a condition or disability, such as mental illness, substance use, chronic health issues, or other conditions, that create multiple and serious ongoing barriers to housing stability. Households need a long-term high level of services in order to meet the obligations of tenancy and maintain their housing. This housing uses a rental agreement or lease and property or building management, with Housing Support Services support, incorporates a culture of eviction avoidance, reinforced through practices and policies that prevent lease violations and evictions among participants, and evict participants only when they are a threat to self or others. Households have access to a flexible array of comprehensive services, mostly on site, such as medical and wellness, mental health, substance use, vocational/employment, and life skills. Services are Voluntary Services and are available and encouraged but are not to be required as a condition of tenancy. There is ongoing communication and coordination between supportive service providers, property owners or managers, and/or housing subsidy Projects. Permanent Supportive Housing may be facility-based or scattered-site.
14. **Progressive Engagement:** A service delivery approach and Homeless system orientation that entails (a) individualized services that are responsive to the needs of each household, (b) an initial assessment and services that address the immediate housing crisis with the minimal services needed, (c) frequent re-assessment that determines the need for additional services, (d) services that are voluntary and build on the strengths and resources of each household, (e) households exited to permanent housing as soon as possible, and (f) the ability to access assistance if a household faces homelessness again.
15. **Resident Services:** Property-based services that coordinate on-site activities and information and referral services for the purpose of accessing services offered by third-party providers. Resident Services promote resiliency and stability through community asset building. Examples of Resident Services include after-school programs, employment programs, adult education programs, childcare, community safety, language access, and participant leadership opportunities. Resident Services may be available through referral and/or on site with at least one Contractor staff member to coordinate and deliver services. Classes and activities based on participant needs may be offered on site.
16. **Service Period:** The period of time during which Contractor will be paid, funded, or reimbursed according to the terms and conditions of this Contract. If no other



date is listed in this Contract, the Service Period shall begin when this Contract becomes effective, which is the last date of signature of the Contract.

17. Supportive Services: A variety of services designed to broadly and adaptively support housing stability, life skills, and basic needs of Project participants. Project staff offer Supportive Services to all Project participants in alignment with the Terms and Conditions described within this contract.
18. Trauma-Informed Care: An approach to working with people that understands, recognizes, and responds to the impacts of trauma. Providing Trauma-Informed Care requires the Contractor to recognize that a participant's experience may include different types of trauma in their lives and their responses may vary. Trauma-Informed Care means the Contractor shall orient its organization, environment, service, and day-to-day interactions around the impacts of trauma.
19. Twenty-Four Hour Desk Staff(-ing): The Contractor shall staff the front desk twenty-four hours a day, 7 days a week. Such staff shall admit participants into the building, check in and monitor guests, monitor security cameras, conduct floor checks, and respond to participants who need assistance after business hours.
20. Voluntary Services: Flexible services designed primarily to help participants maintain housing. Voluntary Services are those that are available to, but not demanded of, participants (one's housing is not dependent on participation in services), such as Housing Support Services, Case Management, physical and mental health care, substance use management and recovery support, job training, literacy and education, youth and children's programs, and money management. While services are not a condition of tenancy, providers may employ motivational interviewing and other techniques to engage participants in services.

#### E. Project Requirements

1. HUD CoC Program Rule Requirements
  - a. The Contractor shall comply with the terms and requirements of the HUD CoC Program Rule incorporated herein by reference, and keep up to date on any changes to those terms and requirements as communicated by HUD.
  - b. The Contractor shall match all CoC grant funds, except for leasing funds, with funds from non-CoC cash or in-kind sources (Match) as certified in the Project application to HUD. The Contractor shall match 25 percent of the total CoC award spending, with non-CoC cash or in-kind sources. All funds or in-kind contributions used as Match shall be tied to one or more participant household(s) receiving CoC subsidy, and shall be listed as an eligible expense under [24 CFR 578](#), and shall adhere to requirements specified in [24 CFR 578.73](#).
  - c. The Contractor shall comply with the Lead-based Paint Poisoning Prevention Act and applicable regulations in [24 CFR 35, Parts A, B, M and R](#).

- d. The Contractor shall ensure that the participant's occupancy charge or rent is calculated as specified in 24 CFR 578.77.
  2. The Contractor shall maintain Permanent Supportive Housing units for 225 households who are eligible as defined by Section II.C. The units are located across four projects, as described below:
    - a. The Evans House project is located at 415 10th Ave. Seattle and provides 75 units of Permanent Supportive Housing, of which 26 are supported by CoC Program funds. (HMIS project name: Evans House – CoC)
    - b. The Canaday House project is located at 424 Minor Ave N., Seattle and provides 83 units of Permanent Supportive Housing. All units are supported by CoC Program funds. (HMIS project name: Canaday House)
    - c. The 1811 Eastlake project is located at 1811 Eastlake Ave N., Seattle and provides 75 units of Permanent Supportive Housing, of which 50 are supported by CoC Program funds. (HMIS project name: 1811 Eastlake Ave N– CoC)
    - d. The Cottage Grove Commons project is located at 5444 Delridge Way SW., Seattle and provides 66 units of Permanent Supportive Housing. All units are supported by CoC Program funds. (HMIS project name: Cottage Grove Commons – CoC)
  3. The Contractor shall:
    - a. Hire and maintain the following staff for DESC - Consolidated PSH Portfolio #2 for the duration of this Contract:
      - i. 2.5 Full-Time Equivalent (FTE) Project Managers
      - ii. 1.5 FTE Clinical Support Specialists
      - iii. 1.8 FTE Residential Counselor Supervisors
      - iv. 8.0 FTE Residential Counselors
      - v. 1.0 FTE Maintenance
      - vi. 2.5 FTE Janitorial
      - vii. 1.8 FTE On-Call
    - b. Provide Twenty-Four Hour Desk Staffing. Twenty-Four Hour Desk Staff shall be trained in crisis intervention.
  4. Policies and Procedures

The Contractor shall have written policies and procedures that are applicable to the Project and cover the provisions described in this Section II.E. 'Project Requirements'. Participants shall be given access to these policies and



procedures upon admission or as soon as reasonably possible. Policies and procedures provided to the Project participants shall include the following:

- a. Rights and responsibilities of Project participants;
- b. Policy for ending, denying, limiting, or restricting any person services or access to the facility;
- c. Clear eviction appeal processes and due process for all participants;
- d. Lease bifurcation such that a tenant or lawful occupant who is a victim of a criminal act of physical violence committed against them by another tenant or lawful occupant is not evicted, removed, or penalized if the other is evicted; and
- e. Participant grievance procedure, which shall include options to file written and verbal grievances without undue bureaucratic burden and with options to elevate the grievance to a third party if the internal grievance procedure is exhausted. The Contractor shall retain documentation of any participant grievances, including written communications, in the participant file.

5. Screening Criteria

- a. The Contractor shall ensure Housing Support Services and the participant selection criteria used by the Contractor adhere to Housing First practice, and the eligibility requirements outlined in Section II.C, Eligibility, of this SOW.
- b. The Contractor shall conduct assessments of screened/referred participants for either (i) final acceptance into the Project or (ii) referral to other resources.
- c. The Contractor shall retain all required documentation of eligibility, which includes but is not limited to income and Chronically Homeless verification, in the participant file. Eligibility documentation shall adhere to the specifications outlined in the following regulations:
  - i. Income: [24 CFR Section 578.103\(a\)\(7\)](#).
  - ii. Chronically Homeless Verification: [24 CFR Section 578.103\(a\)\(4\)](#).
  - iii. Disability: [24 CFR Section 578.103\(a\)\(4\)\(i\)\(B\)](#).
- d. The Contractor shall not have additional screening for Project eligibility unless the criteria are contractually required by a Project funder, which includes eviction history, credit history, private landlord debt, etc.

6. Supportive Services

The Contractor shall provide Case Management, Housing Support Services, and Resident Services that focus on the elimination of barriers to securing and maintaining permanent housing. To do so, the Contractor shall:

- a. Create a Housing Stability Plan for each participant household and provide Case Management services that are aligned with each such plan.
- b. Ensure all Housing Support Services meetings, referrals, and outcomes are documented and inform the Housing Stability Plan.
- c. Ensure that all participant households have a lease with the head of household listed as a tenant on the lease. The lease shall have a term of at least one year, which shall renew automatically for successive terms of a minimum of one month, and shall terminate only for cause. The Contractor shall provide a copy of the lease to the participant household and shall keep a copy in the participant household file.
- d. Have an established formal process for termination of assistance to Project participant households. The process shall be written and provide for due process. Written termination policies and Project rules shall be provided to all participant households upon entry.
- e. Where complementary services are provided by a third party, the Contractor shall coordinate with the third party to maximize available resources and to achieve the best possible outcomes for participants.

7. Service Delivery Models

The Contractor shall provide Supportive Services and operate from a framework that incorporates the following:

- a. Culturally Competent Services;
- b. Fair and Just Practices;
- c. Harm Reduction;
- d. Housing First;
- e. Progressive Engagement;
- f. Trauma-Informed Care; and
- g. Voluntary Services.

8. Access/Participant Rights and Responsibilities

The Contractor shall:

- a. Comply with all applicable provisions of the Americans with Disabilities Act (ADA), including ensuring participant access to assistive animals;

- b. Make the Project accessible to all participants, including transgender and non-binary participants, in their self-defined gender; and
  - c. Communicate the policies and procedures referenced in Section II.E.3 of this SOW in a manner accessible to the participant.
9. Staff Training: The Contractor shall provide staff reasonable access to training opportunities in Equity, Diversity, and Inclusion (EDI); Service Delivery Models; and other areas to support case managers and service delivery.
10. Participant Feedback: The Contractor shall solicit and incorporate participant feedback into the Project for the purposes of improving participant experience and outcomes. This process through which the Project solicits and incorporates feedback shall be documented in the Project's policies and procedures.
11. Moving-On Strategy: The Contractor shall communicate Moving-On Strategy options to participants at enrollment and shall incorporate a Moving-On Strategy in the Housing Stability Plan for participants who want greater independence, as applicable.
12. The Contractor shall leverage FCS (i.e., tenancy supports and housing Case Management) for Medicaid-eligible participants with complex medical need(s) who meet one or more of four defined risk factors. The Contractor shall work towards securing a staff-to-participant ratio of between 1:15 to 1:20. More information can be found at the Wellpoint FCS Page: <https://www.provider.wellpoint.com/washington-provider/patient-care/foundational-community-supports>
13. Leveraging Other Fund Sources: The Contractor shall leverage other fund sources to the greatest extent possible.
14. Project Changes: The Contractor shall not make any significant changes to an approved Project without prior written consent of DCHS. Significant changes include, but are not limited to, a change in the agency providing the Supportive Services, a change in the Project site, additions or deletions in the types of activities listed in this SOW, a shift of more than ten percent of funds from one approved type of activity to another over the term of this Contract, or a change in the category of participants to be served. If changes are necessary and approved by DCHS, such changes shall be formalized in a written amendment signed by both parties.
15. Participation in Coordinated Entry (CE): The Contractor shall participate in CE (formerly Coordinated Entry for All [CEA]), the coordinated entry and assessment system for King County. The requirements for CE participation are specified on the [DCHS website: https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx](https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx)
16. HMIS requirements: The Contractor shall participate in the HMIS as specified on the [DCHS website: https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx](https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx)

17. Continuum of Care System-Wide Performance Measures: The Contractor shall exceed designated minimums and demonstrate progress towards the Seattle-King County Continuum of Care System-Wide Performance Standard targets as specified on the [DCHS website: https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx](https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx)
18. DCHS Web-Referenced Definitions or Requirements Site Language: If any changes are made to web-referenced definitions or requirements, DCHS shall inform the Contractor by email, in writing, or via DocuSign within two business days. It shall be the Contractor's responsibility to review the definition changes via the website and to inform the DCHS contract manager when the definition review is completed, by email, in writing or via DocuSign.
19. Unless this SOW provides otherwise, all work performed and services delivered by the Contractor during the Service Period shall be in conformance with the requirements and descriptions of this SOW and be in compliance with all other terms and conditions of this Contract.

### III. **COMPENSATION AND METHOD OF PAYMENT**

#### A. Billing Invoice Package (BIP)

1. The Contractor shall submit a BIP monthly that consists of an invoice statement along with detailed expenditures of actual expenses and information as stated in Section IV, REPORTING REQUIREMENTS, of this SOW in a format approved by DCHS.
2. The Contractor shall retain on file complete backup documentation for all invoiced costs (including receipts, invoices, timesheets, copies of checks) which shall be made available upon request.
3. The BIP is due within ten working days after the end of each month. Contractor's obligation to submit a BIP shall not begin until after the effective date of this Contract.

#### B. Method of Payment

1. Reimbursement shall be made monthly.
2. The Contractor shall apply the funds to the Project in accordance with the line-item budget summary below:

<b>Line-Item Budget Summary</b>	<b>Amount</b>
Supportive Services	\$227,896.00
Operating Costs	\$2,512,624.00
Project Administrative Costs	\$39,929.00
<b>Total</b>	<b><u>\$2,780,449.00</u></b>

3. The Contractor shall not invoice and charge DCHS for costs incurred outside of the Service Period unless DCHS has provided prior written approval.

4. The Contractor shall charge DCHS costs as outlined in this budget and shall ensure all expenditures expensed to each line-item are eligible in accordance with the following:
  - a. Supportive Services: Expenses associated with addressing the special needs of Project participants that are necessary to obtain and maintain housing. All costs shall be tied to eligible Supportive Services as specified by 24 CFR Section 578.53.
  - b. Operating Costs: Expenses associated with property and facilities maintenance, including property management, maintenance staff, utilities, building repair professional fees, cleaning and repair supplies, elevator and fire system maintenance, and property insurance. All costs shall be tied to eligible operating activities as specified by 24 CFR Section 578.55.
  - c. Project Administrative Costs: Expenses associated with administrative activities related to the planning and execution of this Project, including salaries and benefits of administrators involved with the general management, oversight, and coordination of the Project outlined in this SOW. All costs shall be tied to eligible administrative activities as specified by 24 CFR Section 578.59.
  - d. For indirect costs, the Contractor may charge and DCHS shall pay their federally recognized indirect cost rate OR the de minimis rate of 16% of modified total direct costs.
5. DCHS shall review, on a monthly basis, the Contractor's level of expenditure during the Service Period as reported on invoices and compared to the Contractor's allocated amount for that period. Failure to expend funds at the projected rate may result in a reduction of funds to the Contractor. The level of fund reduction shall be negotiated between DCHS and the Contractor with DCHS retaining the authority to set the reduction level. Any unspent funds may be recaptured by DCHS.
6. Payment to the Contractor may be withheld for any period in which the Contractor has not satisfied the reporting requirements specified in Section IV, REPORTING REQUIREMENTS, of this SOW, or in which such reports or documentation required by this Contract are incomplete.
7. If total services provided are below 90 percent of the minimum performance requirements as stated in Section II.E, Project Requirements, payment for services rendered that period shall be reduced. Payment reductions shall be no more than the percentage of total performance below the 90 percent level. DCHS retains the authority to set the actual reduction level. Payment reductions in accordance with this clause shall be made based on data presented in contractually required reports. The Contractor shall not regain the reduced amount in subsequent months.
8. The Contractor shall advise DCHS of any changes in revenues from sources other than DCHS that are used to provide the services funded under this

Contract. The Contractor shall re-negotiate performance requirements if DCHS determines that such changes are substantial.

9. The Contractor shall not invoice and charge DCHS for incurred costs which are also specifically paid for by another source of funds.
10. With written approval from DCHS, the Contractor may make changes to the line-item Project budget, within ten percent of the total budget, without requiring an official contract amendment.

#### **IV. REPORTING REQUIREMENTS**

- A. The Contractor shall report changes to staffing that differ from the minimum staffing requirements included in this SOW. Such notice shall be provided within one month, and be included as comments with the BIP.
- B. The Contractor shall submit a Match report to DCHS on a quarterly basis, in a format agreed upon and approved by DCHS.
- C. The Contractor shall review the HMIS data each month to confirm that counts of new participant households, exits, unit nights, and participant households served are accurate, complete, and up to date for the contract associated with this Project in HMIS. DCHS may export required reporting data from HMIS, including demographics, as needed.
- D. The Contractor shall review the HMIS Data Quality Report posted each month on the HMIS website and ensure data completeness.
- E. Reporting requirements for the DESC Consolidated PSH Portfolio #2 Project are contained in the annual report for HUD, "Annual Progress Report for Competitive Homeless Assistance Programs," (APR). In order for DCHS to submit a timely and complete APR to HUD, the Contractor shall submit a final APR, as pulled from HMIS, and any required supplemental information to DCHS by no later than November 30, 2025.
- F. Due to the irregularity of reporting dates and contract dates, the Contractor may be required to submit reports to DCHS after the Contract expires, in order to capture a complete set of data for the services and housing provided to participants.
- G. The meeting and reporting requirements of this Section IV. shall begin on the date this Contract becomes effective.

#### **V. MONITORING AND EVALUATION REQUIREMENTS**

- A. The Contractor shall cooperate fully with DCHS in scheduled monitoring to determine Contract compliance. DCHS shall request the Contractor's attendance and participation with 14 calendar days' advanced notice.
- B. The Contractor shall participate as requested in DCHS evaluation activities.

- C. DCHS reserves the right to review documentation pertaining to compliance with Project Requirements and fiscal requirements as outlined in Sections II. and III. of this SOW. Documentation reviewed may include but is not limited to:
1. Policies and Procedures;
  2. Participant-specific documentation regarding eligibility, intake, annual assessments, Case Management, Housing Stability Plan, and exits, as applicable;
  3. Grievances;
  4. System performance data; and
  5. Financial records.
- D. DCHS reserves the right to request additional supporting documentation or information, as needed, and between reporting periods. A minimum of three business days' notice shall be provided to the Contractor. If the Contractor believes such notice is inadequate to prepare the report, it shall work with DCHS to adjust the due date for additional requested information.



## ATTACHMENT A

### FEDERAL AWARD IDENTIFICATION

#### DOWNTOWN EMERGENCY SERVICE CENTER – KING COUNTY

(Pursuant to 2 CFR 200.332(a)(1))

(i) <b>Agency Name</b> <i>(which must match the name associated with its unique entity identifier)</i>	Downtown Emergency Service Center
(ii) <b>Agency's Unique Entity Identifier (UEI)</b>	KTY3NEXN42K7
(iii) <b>Federal Award Identification Number (FAIN)</b>	WA0018L0T002316
(iv) <b>Federal Award Date</b>	July 3, 2024
(v) <b>Subaward Period of Performance</b> <i>Start and End Date</i>	11/1/2024 – 10/31/2025
(vi) <b>Subaward Budget Period</b> <i>Start and End Date</i>	11/1/2024 – 10/31/2025
(vii) <b>Amount of Federal Funds obligated by this action by the pass-through entity to the Subrecipient</b>	\$2,780,449.00
(viii) <b>Total Amount of Federal Funds obligated to the Subrecipient by the pass-through entity including the current financial obligation</b>	\$2,780,449.00
(ix) <b>Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity</b>	\$2,780,449.00
(x) <b>Federal Award Project Description</b> <i>(as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))</i>	DESC - Consolidated PSH Portfolio #2
(xi) <b>Name of Federal Awarding Agency</b> <i>(pass-through entity, and contact information for awarding official of the pass-through entity)</i>	HUD Seattle Regional Office 909 1 <sup>st</sup> Ave #200 Seattle, WA 98104
(xii) <b>Assistance Listing CFDA Number and Name</b> <i>(the pass-through entity must identify the dollar amount made available under each Federal award and the assistance listing number at time of disbursement)</i>	14.267, Continuum of Care Program
(xiii) <b>Identification of whether the award is R&amp;D</b>	No
(xiv) <b>Indirect Cost Rate for the Federal Award</b> <i>(including if the de minimis rate is charged per § 200.414 Indirect (F&amp;A) costs)</i>	16%
<b>Is the Agency a Subrecipient for the Purposes of this Agreement?</b> <i>[Yes = Subrecipient / No = Contractor or Beneficiary]</i>	Yes